

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this 30<sup>th</sup> day of November, 2015, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Forterra, whose address is 901 Fifth Avenue, Suite 2200, Seattle, Washington 98164, hereinafter referred to as the "Service Provider."

**WHEREAS**, the City desires to engage the Service Provider to continue implementation of a habitat restoration program to improve the long term health of several publicly owned urban forested areas within the City under the management of the park and recreation department for the City of Everett; and

**WHEREAS**, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2016. No earlier than six months prior to the expiration of the Term, the Agreement may be renewed by mutual consent of both parties for an additional year. The Agreement may be renewed two times.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of sixty thousand Dollars (\$60,000).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
Attn.: Jeff Price, Business Program Manager  
802 E. Mukilteo Blvd.  
Everett, WA 98203

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required

of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

#### 11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may

be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## 12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless



from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**13. Employment.** The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

**16. State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

**17. Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

**18. Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the

City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett  
Attn.: Jeff Price,  
Everett Parks and Recreation Director  
802 E. Mukilteo Blvd.  
Everett, WA 98203



B. Notices to the Service Provider shall be sent to the following address:

Joanna Nelson de Flores  
901 Fifth Avenue, Suite 2200  
Seattle WA 98164

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

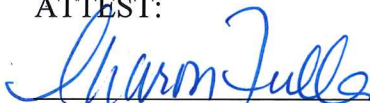
**IN WITNESS WHEREOF**, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

  
Ray Stephanson, Mayor

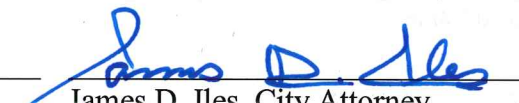
2/24/2016  
Date

ATTEST:

  
Sharon Fuller, City Clerk

2/29/2016  
Date

APPROVED AS TO FORM:

  
James D. Iles, City Attorney

2/29/16  
Date

**SERVICE PROVIDER:** Please fill in the spaces and sign in the box appropriate for your business entity.

**Corporation**

Fortera NW  
[Service Provider's Complete Legal Name]

By: [Signature]  
Typed/Printed Name: Adam Draper  
Its: Staff Attorney  
Date: Nov. 30, 2015

**Partnership  
(general)**

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington general partnership

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
General Partner  
Date: \_\_\_\_\_

**Partnership  
(limited)**

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington limited partnership

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
General Partner  
Date: \_\_\_\_\_

**Sole  
Proprietorship**

\_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
\_\_\_\_\_  
Sole Proprietor:  
Date: \_\_\_\_\_

**Limited  
Liability  
Company**

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington limited liability company

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Managing Member  
Date: \_\_\_\_\_



**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? ☐ Yes ☐ No


Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? ☐ Yes ☐ No

Service Provider Name: Forterra

Service Provider Phone Number: 206-905-6913

Signature: 

Printed Name: Adam Draper

Title: Staff Attorney

**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

<b>Type of Expense</b>	<b>Maximum Per Item</b>	<b>Cumulative Maximum</b>
Parking		
Meals		

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Task One: Forest Steward Training and Support**

This program is the core of the community-based volunteer involvement. Forest Stewards are recruited, trained and then assume responsibility for specific areas. Comprehensive support and growth of the Forest Stewards helps ensure the success of the Green Everett Partnership.

#### **Task One Deliverables**

- 1) Coordinate and implement one Forest Steward Orientation. This includes event logistics, preparation, registration set up, correspond with potential stewards, presentation and training.
- 2) Serve as the main contact for current and new Forest Stewards. Respond to questions, address problems and provide general support to Forest Stewards. Collect and track event requests. Coordinate with event lead and City staff.
- 3) Coordinate and host one training or theme work party open to Forest Stewards and the public. Forterra will submit event descriptions for Parks Guide based on deadlines set by Parks.
- 4) Coordinate one annual Forest Steward and Staff appreciation event to celebrate achievements.
- 5) Organize a minimum of one site visit per year for each park with current and new Forest Stewards in coordination with Everett Parks. (a minimum of 6 total visits). Take notes and follow up on action items.

#### **Task Two: Volunteer Recruitment and Retention**

This aspect of the Green Everett Partnership allows the program to not only maintain a presence in the community, but increase and enhance the visibility and brand of the Partnership. A community based forest restoration program that is dependent on volunteers must have consistent outreach in many forms to access potential partners.

#### **Task Two Deliverables**

- 1) Develop new monthly fliers and outreach materials. Work with Parks graphic designer to provide information and process requests for any posters for specific events or parks.
- 2) Promote The Green Everett Partnership at 3 outreach events (e.g. Sorticulture and farmer's market).
- 3) Attend at least two community meetings or neighborhood events to recruit Forest Stewards and volunteers, with a focus on community groups near priority parks.
- 4) Develop at least 2 new relationships with partner organizations that result in active participation or promotion of the Green Everett Partnership (e.g. YMCA,

Community Colleges, UW Restoration Ecology, other non-governmental organizations.)

- 5) Provide quarterly updates to Everett Parks Green Everett Partnership webpage content and coordinate event information to be posted on City of Everett Green Everett Partnership webpage.
- 6) Utilize Forterra website, Green Cities blog, and Forterra's social and traditional media channels for promotion.
- 7) Advertise events quarterly by posting volunteer opportunities with local outlets (e.g. United Way, Volunteer Match, Boeing, Everett newspapers).
- 8) Serve as the main contact (via e-mail and phone) for Green Everett Partnership public inquiries. Update and manage volunteer and supporters e-mail list.
- 9) Send upcoming events and happenings monthly to e-mail distribution list.
- 10) Provide content to Everett Parks publications, presentations, local newspapers, radio and neighborhood blogs or newsletters as needed.

### **Task Three: Field Restoration and Tracking**

In addition to recruiting a network of Forest Stewards and volunteers, supporting work parties and tracking forest restoration progress is critical to the success of the Green Everett Partnership.

### **Task Three Deliverables**

- 1) Develop and staff a minimum of ten regular work parties and customized events for groups such as corporations and schools.
- 2) Host and promote one Green Everett Day event (anticipating attendance of approximately 100 volunteers).
- 3) Coordinate one Forterra Washington Conservation Corp crew day to support and advance the forest restoration goals.
- 4) Collect and process documentation for all restoration work by volunteers and crews.
- 5) Submit midyear and end of year reports with program statistics.

### **Task Four: Administration and Resources**

It is important for the Partnership to plan and measure the progress toward meeting both the annual and 20-year goals and apply adaptive management to restoration strategies and volunteer recruitment as needed.

### **Task Four Deliverables**

- 1) Create a one-page annual report with final outcomes of prior year (2015) for the public.



- 2) Meet for one hour each month to coordinate on deliverables and strategic planning for the Green Everett Partnership.
- 3) Administrate contract to stay on task and within budget. Submit monthly invoices and progress reports.

#### **Task Five: Additional Support Leveraged by Forterra**

Forterra has been successful in bringing additional resources to the Green Everett Partnership in the form of a grant. Although successful procurement of grants and donations cannot be fully forecasted, Forterra will work towards securing and contributing leveraged resources to the program. This includes use of Forterra interns and leveraging opportunities within the larger Green Cities network.

#### **Task Five Deliverables**

- 1) Cities Network Communication Platform: Access to Green Cities Network listserv hosted and maintained by Forterra with news and announcements relevant to Green Cities work such as, upcoming trainings, webinars, conferences, grants, and new research.

Cover monthly hosting of OneHub file-sharing site, and update site with Network Directory and calendar of educational/training opportunities for staff and stewards.

Coordination on possible regional scale funding for Green Cities Network.

- 2) Opportunities to participate in Green Cities quarterly focus groups and Summit.
- 3) Green Cities Outreach and publicity: Regional press release highlighting work of all Green Cities. Coordinate outreach booth or presentation at regional events.

#### **Task Six: Optional Scope of Work Task**

The City has an option to include Task Six as part of the Scope of Work. If the City includes Task Six, then the maximum compensation under Section 4.D of the Agreement remains \$60,000. If the City does not include Task Six, then the maximum compensation under Section 4.D of the Agreement is reduced to \$55,000.

Task Six is to prepare a forest stewardship plan for the South Everett Forest Preserve. Plan elements will include the following:

1. Field Assessment  
Perform field reconnaissance to ground truth FLAT assessment data and collect additional information to include vegetation inventory, soils and site conditions, and restoration status.
2. Map development and GIS support  
Create map of project site that includes site and HMU boundaries, identifying special areas of concern, existing restoration efforts, etc.

3. Plan Research and Development

Devise and describe vegetation management strategies, site history, soils background and priorities. Write and edit plan in collaboration with Everett Parks and Recreation staff.

**EXHIBIT A**  
**SCOPE OF WORK**

see attached

**EXHIBIT B**  
**COMPENSATION**

☐ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider                  dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:  
Fee for service shall be                  percent                  % of the base registration fees collected by the City.  
Additional fees and/or surcharges levied by the City will be retained 100% by the City.  
Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed                  dollars (\$                  ).

**EXHIBIT B**  
**COMPENSATION**

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are identified in Exhibit A. Such payment shall be full compensation for Work performed or services rendered, included, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work.
- B. The City shall pay the Service Provider up to fifty three thousand five hundred dollars (\$53,500.00) for the scope of work, tasks one through five, identified in Exhibit A.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider's incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed one thousand five hundred dollars (\$1,500.00) for the scope of work identified in Exhibit A.
- D. Optional Scope of Work Task  
Consultant work to prepare the plan is subject to consultant receipt of a written notice to proceed by the City of Everett's Project Manager. The City shall pay the Service Provider up to five thousand dollars (\$5,000) if approved by Project Manager.
- E. Total compensation, including all services and expenses, shall not exceed a maximum of sixty thousand dollars (\$60,000.00).





*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Professional Services \_\_\_\_\_ Consent  
Agreement with Forterra to \_\_\_\_\_ Action  
continue implementation of a \_\_\_\_\_ First Reading  
restoration plan for several \_\_\_\_\_ Second Reading  
publicly owned urban forested \_\_\_\_\_ Third Reading  
areas within the City of Everett \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_

Originating Department \_\_\_\_\_ Parks

Contact Person \_\_\_\_\_ Jeff Price

Phone Number \_\_\_\_\_ 425-257-7314

FOR AGENDA OF \_\_\_\_\_ December 16, 2015

Initialed by:

Department Head \_\_\_\_\_

CAA \_\_\_\_\_

Council President \_\_\_\_\_

*db*  
*Do*

**Location**

Parks System

**Preceding Action**

Council approval of a  
PSA with Forterra on  
December 3, 2014

**Attachments**

Professional Service  
Agreement

**Department(s) Approval**

Admin, Legal, Parks

Amount Budgeted	\$60,000	
Expenditure Required	\$60,000	Fund 101
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Professional Services Agreement (PSA) with Forterra will continue a partnership implementing the 20-year forest restoration plan. For 2016, the City and Forterra will continue to focus forest restoration activity at six publicly owned urban forested areas within Everett under the management of the Parks and Recreation Department. These include Forest Park, Thornton A. Sullivan Park, Howarth Park, Rotary Park, the Madison-Morgan Park Parcel, and South Everett Forest Preserve. The PSA also includes an optional task to develop a site specific forest stewardship plan for the South Everett Forest Preserve.

The work to be accomplished by Forterra will, in part, continue to build awareness of the function of urban forests, increase the community's capacity to be effective stewards and teach best management restoration and maintenance practices to community stewards of urban forests. The overall intended outcome is to help preserve the City's publicly owned urban forests in terms of their health, functionality and long-term ecological sustainability. The work will be accomplished in coordination with the Public Works and Planning Departments, as well as the Board of Park Commissioners, Tree Committee and community stewards.

Total compensation to Forterra for this one-year PSA is in an amount not to exceed \$60,000.

**RECOMMENDATION:**

Authorize the Mayor to sign a Professional Services Agreement with Forterra to continue implementation of a restoration plan for several publicly owned urban forested areas within the City of Everett, in an amount not to exceed \$60,000.

*Council approved  
on 12/16/15 ST*

